

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Producers 88 (4-89) — Paid Up

**PAID UP OIL AND GAS LEASE  
(No Surface Use)**

THIS LEASE AGREEMENT is made this 6 day of Aug, 2008, by and between Storage Portfolio I – Texas, L.P., a Delaware limited partnership, as Lessor (whether one or more), whose address is 2795 E. Cottonwood Pkwy Ste 400 Salt Lake City, UT 84121 and DALE PROPERTY SERVICES L.L.C. 2100 Ross Ave Suite 1870 Dallas, Texas, 75201, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

5.68 Acres, More or Less, Being all of the Pilgrim Park Addition, an addition to the City of Euless, Tarrant County, Texas, more particularly described by metes and bounds in that certain Plat Map recorded in Volume 388-87, Page 62 of the Plat Records. Tarrant County, Texas, but more particularly described in that certain Warranty Deed from That Susa Portfolio I LLC, as Grantor to Storage Portfolio I – Texas, L.P., as Grantee and recorded in Volume 14158 Page 641 of the Deed Records of Tarrant County, TX.

in the county of Tarrant, State of TEXAS, containing 5.68 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty-Five (25%) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be Twenty-Five (25%) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessor shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee

transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

11. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

12. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

13. Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

See Exhibit "A" attached hereto and made a part hereof.

**DISCLAIMER OF REPRESENTATIONS:** Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

**LESSOR (WHETHER ONE OR MORE)**

Storage Portfolio I – Texas, L.P.

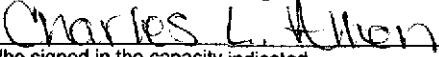
By: Storage Portfolio I, LLC, its general partner  
By: ESS SUSA Holdings LLC, its managing member  
By: Extra Space Storage LLC, its sole member

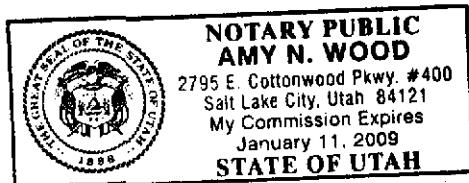
  
By: Charles L. Allen, Executive Vice President

**ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF SALT LAKE

This instrument was acknowledged before me on the 8 day of August, 2008, by

  
Who signed in the capacity indicated.



Notary Public, State of Utah  
Notary's name (printed): Amy N. Wood  
Notary's commission expires:

1 Jan 2009

## EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated 8/1/08, 2008, between Storage Portfolio I – Texas, L.P., a Delaware limited partnership, as Lessor, and Dale Property Services, LLC, as Lessee.

### 1. No surface use or access- includes no seismic activities or laying of pipelines

#### SURFACE RIGHTS- NO SURFACE USE/ACCESS PERMITTED

Anything to the contrary contained in this Oil and Gas Lease Rider/Addendum List or the Oil and Gas Lease to which it is attached notwithstanding it is expressly agreed among Lessor and Lessee that no rights to the surface estate are leased, granted, conveyed or sold to Lessee save and except those specific rights and uses set out in this provision. Lessor retains all rights to the surface, and Lessee shall have no right to use, access or otherwise enter the surface of the leased premises for any reason whatsoever. This is a non-development Oil, Gas and Mineral Lease, whereby Lessee, its, successors and assigns, shall not conduct any operations as defined within the lease upon the surface of the lands described. This non use of the surface includes, but is not limited to, drilling and production operations, investigating or exploring by geophysical or other means, or the laying of pipelines. However, Lessee shall have the right to pool or unitize said lands in their entirety with other lands to comprise an oil/gas development unit. Lessee shall however have a sub-surface easement to horizontally drill under the surface of the lease premises but only for the purposes of exploring for and producing oil and gas from the leased premises or lands pooled therewith in accordance with the provisions of the oil and gas lease. It is expressly agreed that the Lessee shall not utilize the leased premises to perform any operations whatsoever on any other lands than the leased premises or lands pooled therewith in accordance with the oil and gas lease.

### 2. No warranty of title

#### NO WARRANTY OF TITLE

Lessor makes no warranty of title of any kind with respect to title to the leased premises. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the leased premises, and Lessee assumes all risk of title failures. If Lessor owns an interest in the leased premises less than the entire fee simple estate, then the royalties payable hereunder shall be proportionately reduced. Lessee, at its option, may discharge any tax, mortgage, or other lien on the leased premises, and in the event Lessee does so, Lessee will have the option to apply the royalties accruing to Lessor toward payment of it.

### 3. Royalty- no deductions for expenses

Lessee agrees that all royalties accruing under this lease shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, trucking, transporting, and otherwise making the oil, gas, and other products produced hereunder ready for sale or use. It is understood and agreed that all royalties paid from the oil, gas and other hydrocarbon products produced from the lease premises shall be paid to Lessor free of all of the costs associated with the production and delivery of said product. In addition to the foregoing, Lessee agrees that there is no free lease gas and that Lessee will pay royalties to Lessor on all oil and gas produced from the leased premises or lands pooled therewith in accordance with the oil and gas lease. Any use of oil or gas produced from gas well operations on or under the leased premises shall be included in calculating revenue and payment of royalties from the well production.

### 4. Pooling/Unit size

A pooled unit for gas shall not exceed in size an area larger than 320 acres plus an acreage tolerance of 10%. As used in this Lease, the term "horizontal well" means a well that meets the definition of a "horizontal drainhole well" under Statewide Rule 86 of the Railroad Commission of Texas, and a "vertical well" is a well that is not a horizontal well. A pooled unit for a horizontal well shall be configured so that the percentage of the leased premises that is included in the unit is not less than the percentage of that part of the horizontal drainhole that is located under the leased premises and in the producing formation. The unit will become effective when Lessee files in the Real Property Records of the county where the Land is located a document describing the pooled acreage and depths for the pooled unit. Lessee shall deliver a copy of the document to Lessor. Lessee may at its election exercise its pooling option before or after commencing operations. Operations for drilling on or production of oil or gas from any part of a pooled unit that includes land covered by this leased premises shall be considered as operations on or production of oil or gas from the portion of the leased premises included in the pooled unit.

In the event Lessee elects to pool various lands with the leased premises to form a unit under the pooling rights authorized under this leased premises, then the unit thereby formed shall comprise, encompass and contain the total acreage described as the leased premises in the Lease.

### 5. Include strips and gores

This Lease shall include all strips and gores, as well as any streets, easements and alleyways adjacent thereto. This acreage shall be included in the calculations used for payment of bonus consideration paid to Lessor, as well as to the calculations and payment of royalties to Lessor.

### 6. Oil and Gas minerals only (O&G hydrocarbons only)

#### Oil and Gas Only

This lease shall cover only oil, gas, other liquefied and gaseous hydrocarbons together with other associated products mined or refined as by-products of or in connection with oil and/or gas production produced through a wellbore; and Lessor hereby expressly reserves unto itself any and all other minerals including but not limited to coal, lignite, oil shale, uranium, and any other surface minerals.

### 7. Indemnification language

#### Indemnity Provision

Lessor is not to be liable to Lessee or Lessee's agents or invitees, or to any other person whomsoever for any such injury to a person or damage to property on or about the leased premises covered by this Lease or lands pooled therewith that results from Lessee's use of or operations on such leased premises, and Lessee hereby indemnifies and holds harmless Lessor, and Lessor's employees, agents, successors and assigns, from and against any claims, demands, obligations, suits, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, attorney and consultant fees and expenses, investigation fees and expenses, and court costs and other litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to Lessee's use of or operations on the leased premises covered by this Lease or lands pooled therewith.

#### Hazardous Materials Provision

Lessee hereby represents, covenants and warrants to Lessor and Lessor's successors and assigns, that from the date of this Lease and during Lessee's possession and control of the subject Property while this Lease is in effect:

- (a) The operation and use of the Property, or any portion thereof, will not violate any applicable law, statute, ordinance, rule, regulation, policy, order or determination of any federal, state, local or other governmental authority, including without limitation, any health and environmental laws, rules and regulations.
- (b) The use which Lessee makes and intends to make of the Property will not result in the disposal or release of any hazardous substance, solid waste or hazard on, in or to the Property, in violation of any state, federal or local governmental laws.
- (c) Lessee shall not cause any violation of any applicable environmental laws of the state, federal or local government, nor permit any of its employees or agents to cause such a violation, nor permit any environmental liens to be placed on any portion of the Property.
- (d) All of the foregoing representations, covenants and warranties shall be continuing and shall be true and correct for the period from the date hereof through and as of two years after the date of the termination of this lease, with the same force and effect as if made each day throughout such period.
- (e) Lessee hereby indemnifies and holds harmless Lessor, and Lessor's employees, agents, successors and assigns, from and against any claims, demands, obligations, penalties, fines, suits, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, attorney and consultant fees and expenses, investigation and laboratory fees and expenses, cleanup costs, and court costs and other litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (i) the presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the Property; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous substances, solid wastes or hazards; (iii) any lawsuit brought or threatened, settlement reached, or order by any governmental authority relating to such hazardous substances, solid wastes or hazards, and/or (iv) any violation of any applicable laws, or demands of any governmental authorities, or violation of any policies or requirements of Lessor, which are based upon or in any way related to such hazardous substances, solid wastes or hazards, caused by Lessee.
- (f) Lessee acknowledges that Lessor has and will rely upon the representations, covenants, warranties and agreements herein set forth and that such are essential condition but for which Lessor would not execute this instrument. The representations, covenants, warranties and agreements herein contained shall be binding upon Lessee, its successors, assigns and legal representatives and shall inure to the benefit of Lessor, its successors, assigns and legal representatives.

(g) Notwithstanding anything contained herein to the contrary, Lessee shall not be responsible or liable for any condition or hazardous material that existed on the Property prior to the date of this Lease.

#### 8. Payment of Royalties

Lessee must disburse or cause to be disbursed to Lessor its royalty on production from a particular well not later than 90 days after completion of the well, in the case of an oil well, or after the pipeline connection, in the case of a gas well. Thereafter, Lessee must disburse or cause to be disbursed to Lessor its royalty on production by the last day of the second month after the month of production. If not paid when due, Lessor's royalty will bear interest at the maximum lawful rate from due date until paid, which amount Lessee agrees to pay. Acceptance by Lessor of royalties that are past due will not act as a waiver or estoppel of its right to receive interest due thereon unless Lessor expressly so provides in writing signed by Lessor. The royalty payment obligations under this Lease shall not be affected by any division order or the provisions of the Section 91.402 of the Texas Natural Resources Code or any similar statute. Should Lessee fail at any time to pay royalty when due, Lessor may give Lessee written notice of the default, and if the default is not cured within 120 days of the notice of the default, Lessor shall have, in addition to all other remedies, the right to terminate this Lease. If Lessor's interest in the Land is subject to a deed of trust or other encumbrance, Lessee may not withhold payment of royalty to Lessor unless there is an assignment of royalty from Lessor to the lien holder, and Lessee is notified by the lien holder that Lessor is in default. Any use of oil or gas produced from gas well operations on or under the leased premises or lands pooled therewith shall be included in calculating revenue and payment of royalties from the well production.

Lessor shall be paid the Royalty Fraction of all payments and other benefits made under any oil or gas sales contract or other arrangement, including take-or-pay payments and payments received in settlement of disputes; provided that if Lessor receives a take-or-pay payment or similar payment for gas that has not been produced, and if the gas is subsequently produced, Lessor will only receive its Royalty Fraction of any payments made for make-up gas taken pursuant to the take or-pay provision or similar provision.

#### 9. Where there is conflict between the lease form and the exhibit, the exhibit shall prevail

In the event of a conflict or inconsistency between the printed terms of this Lease and the added terms of this Lease as contained on the Exhibit "A", the added terms contained on the Exhibit "A" shall control and be deemed to supersede the printed terms of the Lease.

#### 10. Notice of Spudding/Completion of Well(s)

Upon written request by Lessor, Lessee agrees to notify Lessee in writing within 10 days of spudding any well drilled in a pooled unit including said lease premises, as well as a copy of the completion report filed with the Railroad Commission, or any additional wells (or laterals) as they may be drilled.

#### 11. Shut-in Royalty

While there is a gas well on this Lease capable of producing gas in paying quantities, but gas is not being sold, Lessee shall pay or tender in advance an annual shut-in royalty of \$500 (net amount payable to Lessor not proportionately reduced) for each well from which gas is not being sold. Payment with respect to a well will be due within 60 days after the well is shut-in. While shut-in royalty payments are timely and properly paid, this Lease will be held as a producing lease. The right of Lessee to maintain this Lease in force by payment of shut-in gas royalty is limited to the period of two cumulative years that follow the expiration of the Primary Term. The obligation of Lessee to pay shut-in royalty is a condition and not a covenant. The payment or tender of royalty under this paragraph may be made by the check of Lessee mailed or delivered to the parties entitled thereto on or before the due date.

#### 12. Force Majeure

Should Lessee be prevented by reason of Force Majeure from complying with any express or implied covenant of this Lease (other than a requirement to pay money), then while so prevented, that covenant will be suspended; Lessee will not be liable for damages for failure to comply therewith; this Lease will be extended so long as Lessee is prevented from conducting drilling or reworking operations on or from producing oil or gas from the Land; and the time while Lessee is so prevented will not be counted against Lessee. "Force Majeure" means any Act of God, any federal or state law, or any rule or regulation of governmental authority, or other similar cause (other than financial reasons). This paragraph is, however, in all things subject to the limitations of time during which this Lease may be continued in force by the payment of shut-in gas royalties.

#### 13. Data/Info Requirements

Upon written request by Lessor, Lessee agrees to provide Lessor with a copy of all title data, including a copy of any title opinions, limited to the information affecting the ownership of Lessor. Additionally, upon written request by Lessor, Lessee agrees to provide Lessor with a (1) copy of the drilling/pooled unit, as well as the location of the initial well location and (2) any additional information that will be filed with the Railroad Commission in conjunction with subsequent wells or laterals drilled.

#### 14. Consent of Lender

The obligations of the parties to this Lease are subject to the written consent and approval of the Lessor's first mortgage lender.

Storage Portfolio I – Texas, L.P.

By: Storage Portfolio I, LLC, its general partner  
By: ESS USA Holdings LLC, its managing member  
By: Extra Space Storage LLC, its sole member

By: Charles L. Allen, Executive Vice President

#### ACKNOWLEDGMENT

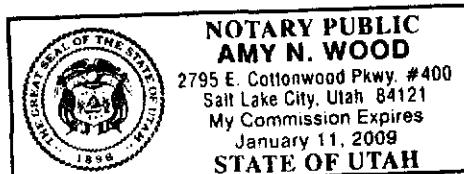
STATE OF UTAH  
COUNTY OF SALT LAKE

This instrument was acknowledged before me on the 8 day of August, 2008, by

Charles L. Allen  
Who signed in the capacity indicated.

Notary Public, State of Utah  
Notary's name (printed):  
Notary's commission expires:

Amy N. Wood  
11 January 2009



**(Additional provisions)**

1. At the end of the primary term of this Lease, or any extension thereof, this Lease shall terminate as to all depths lying one hundred feet (100') below the surface down to one hundred feet (100') below the Barnett Shale formation from which any well commenced in the primary term, or any extension thereof, is drilled and completed as a well capable of commercial production in paying quantities on any lands pooled with all or part of the leased premises described herein.

2. In the event Lessor does not own all of the minerals subject to this Lease, Lessee agrees that it will not have the right to ingress and egress, will not drill, conduct operations or participate in drilling or operations on the surface of the land. This provision shall survive termination of the Lease.

3. Lessee shall procure and maintain, at all times while conducting operations under this Agreement, the following insurance coverages with limits not less than those specified below:

A. Workers' Compensation Employer's Liability	Statutory \$1,000,000 Each Accident
B. General Liability including bodily injury and property damage liability	\$1,000,000 Combined Single Limit
C. Auto Liability	\$1,000,000 Combined Single Limit
D. Excess or Umbrella Liability	\$20,000,000 Combined Single Limit
E. Cost of Well Control and Care, Custody and Control	\$5,000,000 Each Occurrence and \$250,000 CCC
F. Pollution Liability	\$20,000,000 Combined Single Limit

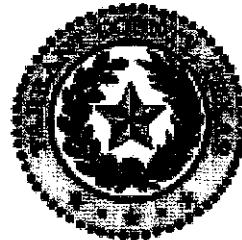
4. **Excess Royalty Payments.** Any payment of royalty or Shut-in Royalty hereunder paid to Lessor in excess of the amount actually due to the Lessor shall nevertheless become the property of Lessor if Lessee does not make written request to Lessor for reimbursement within one (1) year from the date that Lessor received the erroneous payment, it being agreed and expressly understood between the parties hereto that Lessor is not the collecting agent for any other royalty owner under the Land, and a determination of the name, interest ownership and whereabouts of any person entitled to any payment whatsoever under the terms hereof shall be the sole responsibility of Lessee. It is further expressly agreed and understood that this provision shall in no way diminish the obligation of Lessee to make full and punctual payments of all amounts due to Lessor or to any other person under the terms and provisions of this Lease. If Lessee provides proper and timely notice to Lessor of any overpayments made to Lessor, such overpayments shall only be made up by Lessee against future royalty payments to Lessor not to exceed more than twenty five percent (25%) of any monthly royalty payment due Lessor. Should such monthly royalty payments cease under this Lease prior to Lessee recouping any such overpayments out of a portion of Lessor's monthly royalty, Lessee shall absorb such loss in its entirety without any liability to or reimbursement from Lessor.

5. **Inspection of Lessee's Records.** Upon written request and at Lessor's sole cost and expense, Lessor and/or Lessor's representatives shall have the right to inspect all lease and title records and well records (including without limitation all drilling reports, electrical logs, core samples and formation test results) of Lessee relating to this Lease, operations conducted on or in connection with this Lease or lands pooled herein, and the sale and marketing of production from the Lease, including contracts for the sale of any production from the Lease, and the payment of royalties, including the right to audit Lessee's books insofar as they relate to the foregoing. Such inspection shall be limited to an annual basis only and during Lessee's normal business hours.

6. **Release.** In the event this Lease terminates for any reason as to all or any part of the Land, Lessee shall, within sixty (60) days thereafter, deliver to Lessor a recordable release covering all of the Land or that portion of the Land as to which this Lease terminated.

7. **Compliance With Governing Law.** Lessee will conduct all operations under this Lease and/or on lands pooled herewith in compliance with the current and future rules of the Railroad Commission of Texas, and all federal, state and local laws, rules, regulations, and ordinances, including without limitation all environmental laws, rules, regulations, ordinances and well setback constraints.

Lessors Initials \_\_\_\_\_



DALE RESOURCES LLC  
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 08/20/2008 12:29 PM

Instrument #: D208327051

LSE

6 PGS

\$32.00

By: \_\_\_\_\_



**D208327051**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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